

# EXHIBIT A



## Notice of Service of Process

NJH / ALL  
Transmittal Number: 17020188  
Date Processed: 08/16/2017

**Primary Contact:** Ms. Lynn Radliff  
Amazon.Com, Inc.  
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Seattle, WA 98108-1226

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Tammy Malley-Naslund  
Maria Catana  
Elizabeth Hernandez  
Annamaria Taskai  
Lizette Fernandez

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**Entity:** Amazon Logistics, Inc.  
Entity ID Number 3192856

**Entity Served:** Amazon Logistics, Inc.

**Title of Action:** Persis Knipe vs. Amazon.Com, Inc.

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Class Action

**Court/Agency:** San Diego County Superior Court, California

**Case/Reference No:** 37-2017-00029426-CU-OE-CTL

**Jurisdiction Served:** Washington

**Date Served on CSC:** 08/15/2017

**Answer or Appearance Due:** 30 Days

**Originally Served On:** CSC

**How Served:** Personal Service

**Sender Information:** Norman B. Blumenthal  
858-551-1223

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**To avoid potential delay, please do not send your response to CSC**

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SUM-100

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

~~AMAZON.COM, INC.~~, a Corporation; ~~AMAZON LOGISTICS, INC.~~, a Corporation; and ~~DOES 1 through 50, inclusive~~,

## YOU ARE BEING SUED BY PLAINTIFF:

### (LO ESTÁ DEMANDANDO EL DEMANDANTE):

PERSIS KNIPE, an individual, on behalf of herself, and on behalf of all persons similarly situated,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

08/09/2017 at 04:58:33 PM

Clerk of the Superior Court  
By Nidia Reyes, Deputy Clerk

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
Central

330 W. Broadway, San Diego, CA 92101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Norman Blumenthal (Bar # 68687)

Blumenthal, Nordrehaug & Bhowmik

2255 Calle Clara, La Jolla, CA 92037

DATE:

(Fecha) 08/11/2017

Clerk, by  
(Secretario)

CASE NUMBER:  
(Número del Caso): 37-2017-00029426-CU-OE-CTL

Fax No.: (858) 551-1232  
Phone No.: (858) 551-1223

N. Reyes  
N. Reyes

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

## NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): **AMAZON.COM, INC.**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

- ☒ by personal delivery on (date):

(SEAL)



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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**08/09/2017** at 04:56:33 PM  
Clerk of the Superior Court  
By Nidia Reyes, Deputy Clerk

**BLUMENTHAL, NORDREHAUG & BHOWMIK LLP**

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN DIEGO**

PERSIS KNIPE, an individual, on behalf of  
herself, on behalf of all persons similarly  
situated,

Plaintiff,

vs.

AMAZON.COM, INC., a Corporation;  
AMAZON LOGISTICS, INC., a  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 37-2017-00029426-CU-OE-CTL

**CLASS ACTION COMPLAINT FOR:**

1. UNFAIR COMPETITION IN  
VIOLATION OF CAL. BUS. & PROF,  
CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM  
WAGES IN VIOLATION OF CAL. LAB.  
CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME  
WAGES IN VIOLATION OF CAL. LAB.  
CODE §§ 510, 1194 & 1198, *et seq.*;
4. FAILURE TO PROVIDE  
ACCURATE ITEMIZED STATEMENTS  
IN VIOLATION OF CAL. LAB. CODE §  
226; and,
5. FAILURE TO REIMBURSE  
EMPLOYEES FOR REQUIRED  
EXPENSES IN VIOLATION OF  
CAL. LAB. CODE § 2802.

**DEMAND FOR A JURY TRIAL**

1 Plaintiff Persis Knipe ("PLAINTIFF"), an individual, on behalf of herself and all other  
2 similarly situated current and former employees, alleges on information and belief, except his  
3 own acts and knowledge, the following:

### 4 5 **INTRODUCTION**

6 1. Defendant Amazon.com, Inc. and Amazon Logistics, Inc. (collectively  
7 "DEFENDANT") in order to service customers hires workers to aid DEFENDANT in providing  
8 delivery services to DEFENDANT's customers. The cost, as proscribed by law, of the  
9 personnel hired to work for DEFENDANT, includes not only the pay of these employees but  
10 the cost of the employer's share of tax payments to the federal and state governments for income  
11 taxes, social security taxes, medicare insurance, unemployment insurance and payments for  
12 workers' compensation insurance ("Business Related Expenses"). To avoid the payment of  
13 these legally proscribed Business Related Expenses to the fullest extent possible, DEFENDANT  
14 devised a scheme to place the responsibility for the payment of these costs and expenses of  
15 DEFENDANT on the shoulders of PLAINTIFF and other Delivery Drivers. As employer,  
16 DEFENDANT is legally responsible for the payment of all these Business Related Expenses.  
17 This lawsuit is brought on behalf of these Delivery Drivers who worked for DEFENDANT in  
18 California and were classified as independent contractors, in order to collect the wages due them  
19 as employees of DEFENDANT, the cost of the employer's share of payments to the federal and  
20 state governments for income taxes, social security taxes, medicare insurance, unemployment  
21 insurance and payments for workers' compensation insurance, plus penalties and interest.

### 22 23 **THE PARTIES**

24 2. DEFENDANT is a corporation which, at all relevant times mentioned herein,  
25 conducted and continues to conduct substantial and regular business in the State of California.

26 3. PLAINTIFF has worked for DEFENDANT as a Delivery Driver since June of  
27 2017 and has been classified by DEFENDANT as an independent contractor during her entire  
28 employment with DEFENDANT.

1           4. California Labor Code Section 226.8 provides that “[i]t is unlawful for any person  
2 or employer to engage in . . . [w]illful misclassification of an individual as an independent  
3 contractor.” The penalty for willful misclassification of employees is a “civil penalty of not less  
4 than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for  
5 each violation, in addition to any other penalties or fines permitted by law.” It is further  
6 provided that, in the event that an employer is found to have engaged in “a pattern or practice  
7 of these violations,” the penalties increase to “not less than ten thousand dollars (\$10,000) and  
8 not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other  
9 penalties or fines permitted by law.” Cal. Labor Code § 226.8.

10           5. Here, DEFENDANT has willfully misclassified PLAINTIFF and other Delivery  
11 Drivers as described in Cal. Labor Code § 226.8, and further, that DEFENDANT has engaged  
12 in a “pattern or practice” of such violations as contemplated by the California Labor Code.

13           6. Upon hire, the position of a Delivery Driver was represented by DEFENDANT  
14 to PLAINTIFF and the other Delivery Drivers as an independent contractor position capable  
15 of paying a flat rate of pay for certain shifts. PLAINTIFF and other Delivery Drivers are not  
16 compensated overtime wages for any of their time spent working in excess of eight (8) hours  
17 in a workday, twelve (12) hours in a workday, and/or forty (40) hours in a workweek.  
18 PLAINTIFF and other Delivery Drivers are paid the hourly rate to perform delivery services  
19 on DEFENDANT’s behalf. PLAINTIFF and other Delivery Drivers are not compensated any  
20 other wages besides the flat rate. However, it often takes PLAINTIFF and the other Delivery  
21 Drivers more time to complete their deliveries than their scheduled shifts, but drivers do not  
22 receive additional compensation for this extra time.

23           7. To perform their job duties, PLAINTIFF and the other Delivery Drivers perform  
24 work subject to the control of DEFENDANT in that DEFENDANT has the authority to exercise  
25 complete control over the work performed and the manner and means in which the work is  
26 performed. DEFENDANT provides the customers, DEFENDANT provides the instructions  
27 regarding where to make deliveries, in what order, and which route to take. PLAINTIFF and  
28 other Delivery Drivers can be penalized or terminated for missing scheduled shifts.

1 DEFENDANT also instructs PLAINTIFF and other Delivery Drivers as to how to conduct  
2 themselves with DEFENDANT's customers, what time to make their deliveries, how to scan  
3 packages, and how to properly pick up and return packages at DEFENDANT's warehouses.

4 8. California Labor Code § 3357 defines "employee" as "every person in the service  
5 of an employer under any appointment or contact of hire or apprenticeship, express or implied,  
6 oral or written, whether lawfully or unlawfully employed." In addition to the California Labor  
7 Code's presumption that workers are employees, the California Supreme Court has determined  
8 the most significant factor to be considered in distinguishing an independent contractor from  
9 an employee is whether the *employer or principal has control or the right to control the work*  
10 *both as to the work performed and the manner and means in which the work is performed.*  
11 DEFENDANT heavily controls both the work performed and the manner and means in which  
12 PLAINTIFF and the other Delivery Drivers perform their work in that:

13 (a) PLAINTIFF and other Delivery Drivers are not involved in a distinct  
14 business, but instead are provided with instructions as to how to perform their work and the  
15 manner and means in which the work is to be performed by means of DEFENDANT's manuals  
16 and written instructions;

17 (b) PLAINTIFF and other Delivery Drivers are continuously provided with  
18 training and supervision, including following DEFENDANT's company documents and receive  
19 training from DEFENDANT as to how and in what way to perform the delivery services;

20 (c) DEFENDANT sets the requirements as to what policies and procedures  
21 all of the Delivery Drivers were to follow, including how and when to deliver DEFENDANT's  
22 packages;

23 (d) PLAINTIFF and other Delivery Drivers have no opportunity for profit or  
24 loss because DEFENDANT only pays these workers based on their scheduled shifts;

25 (e) PLAINTIFF and other Delivery Drivers perform delivery services which  
26 is part of DEFENDANT's principal business and is closely integrated with and essential to the  
27 employer's business of providing on demand delivery services to their customers;

28 (f) PLAINTIFF and other Delivery Drivers perform the work themselves and



1 do not hire others to perform their work for them;

2 (g) PLAINTIFF and other Delivery Drivers do not have the authority to make  
3 employment-related personnel decisions;

4 (h) PLAINTIFF and other Delivery Drivers perform their work in a particular  
5 order and sequence in accordance with DEFENDANT's company policy; and,

6 (i) DEFENDANT has the "right" to control every critical aspect of  
7 DEFENDANT's daily delivery services operations.

8 9. As a result, stripped of all the legal fictions and artificial barriers to an honest  
9 classification of the relationship between PLAINTIFF and all the other Delivery Drivers on the  
10 one hand, and DEFENDANT on the other hand, PLAINTIFF and all the other Delivery Drivers  
11 are and were employees of DEFENDANT and not independent contractors of DEFENDANT  
12 and should therefore be properly classified as non-exempt, hourly employees.

13 10. PLAINTIFF brings this Class Action on behalf of herself and a California class,  
14 defined as all individuals who worked for DEFENDANT in California as Delivery Drivers and  
15 who were classified as independent contractors (the "CALIFORNIA CLASS") at any time  
16 during the period beginning four (4) years prior to the filing of this Complaint and ending on  
17 the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in  
18 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million  
19 dollars (\$5,000,000.00).

20 11. As a matter of company policy, practice and procedure, DEFENDANT has  
21 unlawfully, unfairly and/or deceptively classified every CALIFORNIA CLASS Member as  
22 "independent contractors" in order to unlawfully avoid compliance with all applicable federal  
23 and state laws that require payment for all time worked, business expenses, and the employer's  
24 share of payroll taxes and mandatory insurance. As a result of the scheme to defraud the federal  
25 and state governments and the CALIFORNIA CLASS Members, PLAINTIFF and the  
26 CALIFORNIA CLASS Members are underpaid throughout their employment with  
27 DEFENDANT. The true names and capacities, whether individual, corporate, associate or  
28 otherwise of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown



1 to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal.  
2 Civ. Proc. Code § 474. PLAINTIFF is informed and believes, and based thereon, alleges that  
3 each of the Defendants designated herein is legally responsible in some manner for the unlawful  
4 acts referred to herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect  
5 the true names and capacities of the Defendants when they have been ascertained and become  
6 known.

7 12. The agents, servants and/or employees of the Defendants and each of them  
8 acting on behalf of the Defendants acted within the course and scope of his, her or its authority  
9 as the agent, servant and/or employee of the Defendants, and personally participated in the  
10 conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein.  
11 Consequently, the acts of each Defendant are legally attributable to the other Defendants and  
12 all Defendants are jointly and severally liable to the PLAINTIFF and the other members of the  
13 CLASS, for the loss sustained as a proximate result of the conduct of the Defendants' agents,  
14 servants and/or employees.

### 15 THE CONDUCT

16  
17 13. The finite set of tasks required of PLAINTIFF and the other CALIFORNIA  
18 CLASS Members as defined by DEFENDANT is executed by them through the performance  
19 of non-exempt labor.

20 14. Although PLAINTIFF and the other CALIFORNIA CLASS Members perform  
21 non-exempt labor subject to DEFENDANT's complete control over the manner and means of  
22 performance, DEFENDANT instituted a blanket classification policy, practice and procedure  
23 by which all of these CALIFORNIA CLASS Members are classified as "independent  
24 contractors" exempt from compensation for overtime worked, meal breaks and rest breaks, and  
25 reimbursement for business related expenses. By reason of this uniform misclassification, the  
26 CALIFORNIA CLASS Members are also required to pay DEFENDANT 's share of payroll  
27 taxes and mandatory insurance premiums. As a result of this uniform misclassification practice,  
28 policy and procedure applicable to PLAINTIFF and the other CALIFORNIA CLASS Members

1 who perform this work for DEFENDANT, DEFENDANT committed acts of unfair competition  
2 in violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*  
3 (the "UCL"), by engaging in a company-wide policy, practice and procedure which uniformly  
4 fails to properly classify PLAINTIFF and the other CALIFORNIA CLASS Members as  
5 employees and thereby fails to pay them wages for all time worked, reimbursement of business  
6 related expenses, fails to provide them with meal and rest breaks, and fails to reimburse these  
7 employees for the employer's share of payroll taxes and mandatory insurance. The proper  
8 classification of these employees is DEFENDANT's burden. As a result of DEFENDANT's  
9 intentional disregard of the obligation to meet this burden, DEFENDANT violated the  
10 California Labor Code and regulations promulgated thereunder as herein alleged.  
11 DEFENDANT does not have in place a policy, practice or procedure that provides meal and/or  
12 rest breaks to PLAINTIFF and CALIFORNIA CLASS Members as evidenced by  
13 DEFENDANT's business records which contain no record of these breaks.

14 15. DEFENDANT, as a matter of law, has the burden of proving that employees are  
15 properly classified and that DEFENDANT otherwise complies with applicable laws.  
16 DEFENDANT, as a matter of corporate policy, erroneously and unilaterally classified all the  
17 CALIFORNIA CLASS Members as independent contractors.

18 16. PLAINTIFF and all the CALIFORNIA CLASS Members are and were uniformly  
19 classified and treated by DEFENDANT as independent contractors at the time of hire and  
20 thereafter, DEFENDANT failed to take proper steps to determine whether the PLAINTIFF and  
21 the CLASS Members are properly classified under the applicable Industrial Welfare  
22 Commission Wage Order and Cal. Lab. Code §§ 510, *et seq.* as exempt from applicable labor  
23 laws. Since DEFENDANT affirmatively and willfully misclassified PLAINTIFF and  
24 CALIFORNIA CLASS Members in compliance with California labor laws, DEFENDANT's  
25 practices violated and continue to violate California law. In addition, DEFENDANT acted  
26 deceptively by falsely and fraudulently classifying PLAINTIFF and each CALIFORNIA  
27 CLASS Member as independent contractors when DEFENDANT knew or should have known  
28 that this classification was false and not based on known facts. DEFENDANT also acted

1 deceptively by violating the California labor laws, and as a result of this policy and practice,  
2 DEFENDANT also violated the UCL. In doing so, DEFENDANT cheated the competition by  
3 paying the CALIFORNIA CLASS less than the amount competitors paid who complied with  
4 the law and cheated the CALIFORNIA CLASS by not paying them in accordance with  
5 California law.

6 17. DEFENDANT as a matter of corporate policy, practice and procedure,  
7 intentionally, knowingly and systematically fails to reimburse and indemnify PLAINTIFF and  
8 the other CALIFORNIA CLASS Members for required business expenses incurred by  
9 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging  
10 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers  
11 are required to indemnify employees for all expenses incurred in the course and scope of their  
12 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or  
13 her employee for all necessary expenditures or losses incurred by the employee in direct  
14 consequence of the discharge of his or her duties, or of his or her obedience to the directions of  
15 the employer, even though unlawful, unless the employee, at the time of obeying the directions,  
16 believed them to be unlawful."

17 18. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS  
18 Members as a business expense, are required by DEFENDANT to use personal cellular phones  
19 as a result of and in furtherance of their job duties as employees for DEFENDANT but are not  
20 reimbursed or indemnified by DEFENDANT for the cost associated with the use of the personal  
21 cellular phones for DEFENDANT's benefit. In order to work as a Delivery Driver for  
22 DEFENDANT, PLAINTIFF and other CALIFORNIA CLASS Members are required to use  
23 DEFENDANT's mobile application and as such it is mandatory to have a cell phone that is  
24 compatible with DEFENDANT's mobile application. As a result, in the course of their  
25 employment with DEFENDANT PLAINTIFF and other members of the CALIFORNIA CLASS  
26 incurred unreimbursed business expenses which include, but are not limited to, costs related to  
27 the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.  
28 Further, PLAINTIFF and other CALIFORNIA CLASS Members are also not reimbursed or

1 indemnified by DEFENDANT for the cost associated with using their personal vehicles while  
2 performing for DEFENDANT. As a result, in the course of their employment with  
3 DEFENDANT PLAINTIFF and other members of the CALIFORNIA CLASS incurred  
4 unreimbursed business expenses which include, but are not limited to, costs related to travel all  
5 on behalf of and for the benefit of DEFENDANT.

6 19. From time to time, DEFENDANT also fails to provide PLAINTIFF and the other  
7 members of the CALIFORNIA CLASS with complete and accurate wage statements which fail  
8 to show, among other things, the correct amount of time worked, including, work performed  
9 in excess of eight (8) hours in a workday and/or forty (40) hours in any workweek. Cal. Lab.  
10 Code § 226 provides that every employer shall furnish each of his or her employees with an  
11 accurate itemized wage statement in writing showing, among other things, gross wages earned  
12 and all applicable hourly rates in effect during the pay period and the corresponding amount of  
13 time worked at each hourly rate. As a result, DEFENDANT provides PLAINTIFF and the other  
14 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code  
15 § 226.

16 20. By reason of this uniform conduct applicable to PLAINTIFF and all the  
17 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in  
18 violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*  
19 (the "UCL"), by engaging in a company-wide policy, practice and procedure which fails to  
20 correctly classify PLAINTIFF and the CALIFORNIA CLASS Members as employees. The  
21 proper classification of these employees is DEFENDANT's burden. As a result of  
22 DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT  
23 failed to pay all required wages for work performed by PLAINTIFF and other CALIFORNIA  
24 CLASS Members and violated the California Labor Code and regulations promulgated  
25 thereunder as herein alleged.

26 21. Specifically as to PLAINTIFF, she has worked for DEFENDANT in California  
27 as a Delivery Driver and has been classified by DEFENDANT as an independent contractor  
28 June of 2017. Upon hire, the position of a Deliver Driver was represented by DEFENDANT

1 to PLAINTIFF as an independent contractor position capable of paying an flat rate for  
2 scheduled shifts assigned by DEFENDANT. PLAINTIFF as a Delivery Driver, has been  
3 classified by DEFENDANT as an independent contractor and thus does not receive pay for all  
4 time worked, including overtime worked and does not receive reimbursement for all necessary  
5 business expenses incurred on DEFENDANT's behalf. During the CALIFORNIA CLASS  
6 PERIOD, PLAINTIFF has also been required to perform work as ordered by DEFENDANT for  
7 more than five (5) hours during a shift without receiving a meal or rest break as evidenced by  
8 daily time reports for PLAINTIFF. PLAINTIFF therefore forfeits meal and rest breaks without  
9 additional compensation and in accordance with DEFENDANT's strict corporate policy and  
10 practice which does not provide for mandatory meal and rest breaks from time to time. The  
11 amount in controversy for PLAINTIFF individually does not exceed the sum or value of  
12 \$75,000.

### 13 14 **THE CALIFORNIA CLASS**

15 22. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
16 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class  
17 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all  
18 individuals who worked for DEFENDANT in California as Delivery Drivers and who were  
19 classified as independent contractors (the "CALIFORNIA CLASS") at any time during the  
20 period beginning four (4) years prior to the filing of this Complaint and ending on the date as  
21 determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy  
22 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars  
23 (\$5,000,000.00).

24 23. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
25 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted  
26 accordingly.

27 24. All CALIFORNIA CLASS Members who performed and continue to perform this  
28 work for DEFENDANT during the CALIFORNIA CLASS PERIOD are similarly situated in

1 that they are subject to DEFENDANT's uniform policy and systematic practice that requires  
2 them to perform work without compensation as required by law.

3 25. DEFENDANT, as a matter of corporate, policy, practice and procedure, and in  
4 violation of the applicable California Labor Code, Industrial Welfare Commission ("IWC")  
5 Wage Order requirements, and the applicable provisions of California law, intentionally,  
6 knowingly and willfully engages in a practice whereby DEFENDANT unfairly, unlawfully and  
7 deceptively instituted a practice to ensure that all individuals employed as independent  
8 contractors are not properly classified as non-exempt employees from the requirements of  
9 California Labor Code §§ 510, *et seq.*

10 26. During the CALIFORNIA CLASS PERIOD, DEFENDANT uniformly violated  
11 the rights of the PLAINTIFF and the CALIFORNIA CLASS Members under California law,  
12 without limitation, in the following manners:

13 (a) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code  
14 §§ 17200, *et seq.* the ("UCL"), in that DEFENDANT, while acting as  
15 employer, devised and implemented a scheme whereby PLAINTIFF and  
16 the CALIFORNIA CLASS Members are forced to unlawfully, unfairly  
17 and deceptively shoulder the cost of DEFENDANT's wages for all unpaid  
18 wages, business related expenses, and DEFENDANT's share of  
19 employment taxes, social security taxes, unemployment insurance and  
20 workers' compensation insurance;

21 (b) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code  
22 §§ 17200, *et seq.* the ("UCL"), by unlawfully, unfairly and/or deceptively  
23 having in place company policies, practices and procedures that uniformly  
24 misclassified PLAINTIFF and the CALIFORNIA CLASS Members as  
25 independent contractors;

26 (c) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code  
27 §§ 17200, *et seq.* the ("UCL"), by unlawfully, unfairly and/or deceptively  
28 failing to have in place a company policy, practice and procedure that

accurately determined the amount of working time spent by PLAINTIFF and the CALIFORNIA CLASS Members performing non-exempt employee labor;

(d) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.* the ("UCL"), by failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with all legally required meal and rest breaks;

(e) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.* the ("UCL") by violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA CLASS members with necessary expenses incurred in the discharge of their job duties; and,

(f) Committing an act of unfair competition in violation of the UCL, by violating Cal. Lab. Code §§ 510, *et seq.*, by failing to pay the correct overtime pay to PLAINTIFF and the members of the CALIFORNIA CLASS who are improperly classified as exempt, and retaining the unpaid overtime to the benefit of DEFENDANT.

27. As a result of DEFENDANT's uniform policies, practices and procedures, there are numerous questions of law and fact common to all CALIFORNIA CLASS Members who worked for during the CALIFORNIA CLASS PERIOD. These questions include, but are not limited, to the following:

(a) Whether PLAINTIFF and other CALIFORNIA CLASS Members are misclassified as independent contractors by DEFENDANT;

(b) Whether the PLAINTIFF and the CALIFORNIA CLASS Members are afforded all the protections of the California Labor Code that apply when properly classified as non-exempt employees;

(c) Whether DEFENDANT's policies, practices and pattern of conduct described in this Complaint was and is unlawful;

(d) Whether DEFENDANT unlawfully fails to pay their share of state and



1 federal employment taxes as required by state and federal tax laws;

2 (e) Whether DEFENDANT's policy, practice and procedure of classifying the  
3 CALIFORNIA CLASS Members as independent contractors exempt from  
4 hourly wages laws for all time worked and failing to pay the  
5 CALIFORNIA CLASS Members all amounts due violates applicable  
6 provisions of California State law;

7 (f) Whether DEFENDANT unlawfully fails to keep and furnish the  
8 CALIFORNIA CLASS Members with accurate records of all time  
9 worked;

10 (g) Whether DEFENDANT has engaged in unfair competition by the  
11 above-listed conduct; and,

12 (h) Whether DEFENDANT's conduct was willful.

13 28. This Class Action meets the statutory prerequisites for the maintenance of a Class  
14 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

15 (a) The persons who comprise the CALIFORNIA CLASS are so numerous  
16 that the joinder of all such persons is impracticable and the disposition of their claims as a class  
17 will benefit the parties and the Court;

18 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues  
19 that are raised in this Complaint are common to the CALIFORNIA CLASS and will apply  
20 uniformly to every CALIFORNIA CLASS Member;

21 (c) The claims of the representative PLAINTIFF are typical of the claims of  
22 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the CALIFORNIA CLASS  
23 Members, was classified as an independent contractor upon hiring based on the defined  
24 corporate policies and practices and labors under DEFENDANT's systematic procedure that  
25 failed to properly classify the PLAINTIFF and the CALIFORNIA CLASS Members.  
26 PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices.  
27 PLAINTIFF and the CALIFORNIA CLASS Members were and are similarly or identically  
28 harmed by the same unlawful, unfair, deceptive and persuasive pattern of misconduct engaged

1 in by DEFENDANT by deceptively telling all the CALIFORNIA CLASS Members that they  
2 were not entitled to minimum wages, the employer's share of payment of payroll taxes and  
3 mandatory insurance, and reimbursement for business expenses based on the defined corporate  
4 policies and practices, and unfairly failed to pay these employees who were improperly  
5 classified as independent contractors; and,

6 (d) The representative PLAINTIFF will fairly and adequately represent and  
7 protect the interest of the CALIFORNIA CLASS, and has retained counsel who is competent  
8 and experienced in Class Action litigation. There are no material conflicts between the claims  
9 of the representative PLAINTIFF and the CALIFORNIA CLASS Members that would make  
10 class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert  
11 the claims of all employees in the CALIFORNIA CLASS.

12 29. In addition to meeting the statutory prerequisites to a Class Action, this Action  
13 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

14 (a) Without class certification and determination of declaratory, injunctive,  
15 statutory and other legal questions within the class format, prosecution of separate actions by  
16 individual members of the CALIFORNIA CLASS will create the risk of:

17 (i) Inconsistent or varying adjudications with respect to individual  
18 members of the CALIFORNIA CLASS which would establish incompatible standards of  
19 conduct for the parties opposing the CALIFORNIA CLASS; and/or,

20 (ii) Adjudication with respect to individual members of the  
21 CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the  
22 other members not party to the adjudication or substantially impair or impeded their ability to  
23 protect their interests.

24 (b) The parties opposing the CALIFORNIA CLASS have acted on grounds  
25 generally applicable to the CALIFORNIA CLASS making appropriate class-wide relief with  
26 respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly classified and  
27 treated the CALIFORNIA CLASS Members as independent contractors and, thereafter,  
28 uniformly failed to take proper steps to determine whether the CALIFORNIA CLASS Members

1 were properly classified as independent contractors, and thereby denied these employees wages  
2 and payments for business expenses and the employer's share of payroll taxes and mandatory  
3 insurance as required by law.

4 (i) With respect to the First Cause of Action, the final relief on behalf  
5 of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through  
6 this claim the PLAINTIFF seeks declaratory relief holding that DEFENDANT's policies and  
7 practices constitute unfair competition, along with incidental equitable relief as may be  
8 necessary to remedy the conduct declared to constitute unfair competition.

9 (c) Common questions of law and fact exist as to members of the  
10 CALIFORNIA CLASS with respect to the practices and violations of California and federal law  
11 as listed above, and predominate over any question affecting only individual members, and a  
12 Class Action is superior to other available methods for the fair and efficient adjudication of the  
13 controversy, including consideration of:

14 (i) The interest of the CALIFORNIA CLASS Members in individually  
15 controlling the prosecution or defense of separate actions;

16 (ii) The extent and nature of any litigation concerning the controversy  
17 already commenced by or against members of the CALIFORNIA CLASS;

18 (iii) In the context of wage litigation because as a practical matter a  
19 substantial number of individual CALIFORNIA CLASS members will avoid asserting their  
20 legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an  
21 individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only  
22 means to assert their claims through a representative;

23 (iv) The desirability or undesirability of concentrating the litigation of  
24 the claims in the particular forum;

25 (v) The difficulties likely to be encountered in the management of a  
26 Class Action; and,

27 (vi) The basis of DEFENDANT's policies and practices uniformly  
28 applied to all the CALIFORNIA CLASS Members.

1           30.     The Court should permit this Action to be maintained as a Class Action pursuant  
2 to Cal. Code of Civ. Proc. § 382 because:

3           (a)     The questions of law and fact common to the CALIFORNIA CLASS  
4 predominate over any question affecting only individual members;

5           (b)     A Class Action is superior to any other available method for the fair and  
6 efficient adjudication of the claims of the members of the CALIFORNIA CLASS;

7           (c)     The CALIFORNIA CLASS Members are so numerous that it is impractical  
8 to bring all CALIFORNIA CLASS Members before the Court;

9           (d)     PLAINTIFF, and the CALIFORNIA CLASS Members, will not be able  
10 to obtain effective and economic legal redress unless the action is maintained as a Class Action;

11           (e)     There is a community of interest in obtaining appropriate legal and  
12 equitable relief for the acts of unfair competition, statutory violations and other improprieties,  
13 and in obtaining adequate compensation for the damages and injuries which DEFENDANT's  
14 actions have inflicted upon the CALIFORNIA CLASS;

15           (f)     There is a community of interest in ensuring that the combined assets and  
16 available insurance of DEFENDANT are sufficient to adequately compensate the  
17 CALIFORNIA CLASS Members for any injuries sustained;

18           (g)     DEFENDANT has acted or has refused to act on grounds generally  
19 applicable to the CALIFORNIA CLASS, thereby making final class-wide relief appropriate  
20 with respect to the CLASS as a whole;

21           (h)     The members of the CALIFORNIA CLASS are readily ascertainable from  
22 the business records of DEFENDANT. The CALIFORNIA CLASS consists of all  
23 DEFENDANT's Delivery Drivers in California classified as independent contractors during the  
24 CALIFORNIA CLASS PERIOD and subjected to DEFENDANT's policies, practices and  
25 procedures as herein alleged; and,

26           (i)     Class treatment provides manageable judicial treatment calculated to bring  
27 an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out  
28 of DEFENDANT's conduct as to the CALIFORNIA CLASS Members.

31. DEFENDANT maintains records from which the Court can ascertain and identify by name and job title, each of DEFENDANT's employees who have been systematically, intentionally and uniformly subjected to DEFENDANT's corporate policies, practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include any additional job titles of similarly situated employees when they have been identified.

### **THE CALIFORNIA LABOR SUB-CLASS**

32. PLAINTIFF further brings the Second, Third, Fourth and Fifth Causes of Action on behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in California as Delivery Drivers and who were classified as Independent Contractors (the "CALIFORNIA LABOR SUB-CLASS") at any time during the period three (3) years prior to the filing of the Complaint and ending on the date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

33. DEFENDANT, as a matter of corporate policy, practice and procedure, and in violation of the applicable California Labor Code ("Labor Code"), and Industrial Welfare Commission ("IWC") Wage Order requirements intentionally, knowingly, and wilfully, on the basis of job title alone and without regard to the actual overall requirements of the job, systematically classified PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS as independent contractors in order to avoid the payment of all wages, and in order to avoid the obligations under the applicable California Labor Code provisions. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

34. DEFENDANT maintains records from which the Court can ascertain and identify by job title each of DEFENDANT's employees who as CALIFORNIA LABOR SUB-CLASS Members have been systematically, intentionally and uniformly misclassified as independent

1 contractors as a matter of DEFENDANT's corporate policy, practices and procedures.  
2 PLAINTIFF will seek leave to amend the complaint to include these additional job titles when  
3 they have been identified.

4 35. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all  
5 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

6 36. DEFENDANT, as a matter of corporate policy, practice and procedure,  
7 erroneously classified all Delivery Drivers as independent contractors making these employees  
8 exempt from California labor laws. All Delivery Drivers, including PLAINTIFF, perform the  
9 same finite set of tasks and are paid by DEFENDANT according to uniform and systematic  
10 company procedures, which, as alleged herein above, fails to correctly pay minimum wage  
11 compensation. This business practice was uniformly applied to each and every member of the  
12 CALIFORNIA LABOR SUB-CLASS, and therefore, the propriety of this conduct can be  
13 adjudicated on a class-wide basis.

14 37. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS  
15 under California law by:

- 16 (a) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by  
17 misclassifying and thereby failing to pay PLAINTIFF and the members of  
18 the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for  
19 which DEFENDANT is liable;
- 20 (b) Violating Cal. Lab. Code §§ 510, *et seq.*, by misclassifying and thereby  
21 failing to pay PLAINTIFF and the members of the CALIFORNIA  
22 LABOR SUB-CLASS the correct overtime pay for a workday longer than  
23 eight (8) hours and/or a workweek longer than forty (40) hours for which  
24 DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;
- 25 (c) Violating Cal. Lab. Code § 226 by failing to provide PLAINTIFF and the  
26 members of the CALIFORNIA LABOR SUB-CLASS who are improperly  
27 classified as independent contractors with an accurate itemized statement  
28 in writing showing the gross wages earned, the net wages earned, all

1 applicable hourly rates in effect during the pay period and the  
2 corresponding amount of time worked at each hourly rate by the  
3 employee; and,

- 4 (d) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and  
5 the CALIFORNIA CLASS members with necessary expenses incurred in  
6 the discharge of their job duties.

7 38. This Class Action meets the statutory prerequisites for the maintenance of a Class  
8 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 9 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are  
10 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS  
11 Members is impracticable and the disposition of their claims as a class will  
12 benefit the parties and the Court;
- 13 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues  
14 that are raised in this Complaint are common to the CALIFORNIA  
15 LABOR SUB-CLASS and will apply uniformly to every member of the  
16 CALIFORNIA LABOR SUB-CLASS;
- 17 (c) The claims of the representative PLAINTIFF are typical of the claims of  
18 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,  
19 like all other members of the CALIFORNIA LABOR SUB-CLASS is  
20 improperly classified as an independent contractor and was thus denied  
21 minimum wage pay and meal and rest breaks, among other things, as a  
22 result of DEFENDANT's systematic classification practices. PLAINTIFF  
23 and all other members of the CALIFORNIA LABOR SUB-CLASS  
24 sustained economic injuries arising from DEFENDANT's violations of the  
25 laws of California; and,
- 26 (d) The representative PLAINTIFF will fairly and adequately represent and  
27 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has  
28 retained counsel who are competent and experienced in Class Action



1 litigation. There are no material conflicts between the claims of the  
2 representative PLAINTIFF and the members of the CALIFORNIA  
3 LABOR SUB-CLASS that would make class certification inappropriate.  
4 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously  
5 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

6 39. In addition to meeting the statutory prerequisites to a Class Action, this action is  
7 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

8 (a) Without class certification and determination of declaratory, injunctive,  
9 statutory and other legal questions within the class format, prosecution of  
10 separate actions by individual members of the CALIFORNIA LABOR  
11 SUB-CLASS will create the risk of:

12 1) Inconsistent or varying adjudications with respect to individual  
13 members of the CALIFORNIA LABOR SUB-CLASS which  
14 would establish incompatible standards of conduct for the parties  
15 opposing the CALIFORNIA LABOR SUB-CLASS; or,

16 2) Adjudication with respect to individual members of the  
17 CALIFORNIA LABOR SUB-CLASS which would as a practical  
18 matter be dispositive of interests of the other members not party to  
19 the adjudication or substantially impair or impede their ability to  
20 protect their interests.

21 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted  
22 or refused to act on grounds generally applicable to the CALIFORNIA  
23 LABOR SUB-CLASS, making appropriate class-wide relief with respect  
24 to the CALIFORNIA LABOR SUB-CLASS as a whole in that the  
25 DEFENDANT uniformly classified and treated the members of the  
26 CALIFORNIA LABOR SUB-CLASS as independent contractors and,  
27 thereafter, uniformly failed to take proper steps to determine whether the  
28 CALIFORNIA LABOR SUB-CLASS Members were properly classified

1 as independent contractors, and thereby denied these employees the  
2 protections afforded to them under the California Labor Code;

3 (c) Common questions of law and fact predominate as to the members of the  
4 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and  
5 violations of California law as listed above, and predominate over any  
6 question affecting only individual CALIFORNIA LABOR SUB-CLASS  
7 Members, and a Class Action is superior to other available methods for the  
8 fair and efficient adjudication of the controversy, including consideration  
9 of:

10 1) The interests of the members of the CALIFORNIA LABOR SUB-  
11 CLASS in individually controlling the prosecution or defense of  
12 separate actions in that the substantial expense of individual actions  
13 will be avoided to recover the relatively small amount of economic  
14 losses sustained by the individual CALIFORNIA LABOR SUB-  
15 CLASS Members when compared to the substantial expense and  
16 burden of individual prosecution of this litigation;

17 2) Class certification will obviate the need for unduly duplicative  
18 litigation that would create the risk of:

19 A. Inconsistent or varying adjudications with respect to  
20 individual members of the CALIFORNIA LABOR SUB-  
21 CLASS, which would establish incompatible standards of  
22 conduct for the DEFENDANT; and/or,

23 B. Adjudications with respect to individual members of the  
24 CALIFORNIA LABOR SUB-CLASS would as a practical  
25 matter be dispositive of the interests of the other members  
26 not parties to the adjudication or substantially impair or  
27 impede their ability to protect their interests;

28 3) In the context of wage litigation because a substantial number of

individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

40. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the Court;
- (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;

- 1 (e) There is a community of interest in obtaining appropriate legal and  
 2 equitable relief for the acts of unfair competition, statutory violations and  
 3 other improprieties, and in obtaining adequate compensation for the  
 4 damages and injuries which DEFENDANT's actions have inflicted upon  
 5 the CALIFORNIA LABOR SUB-CLASS;
- 6 (f) There is a community of interest in ensuring that the combined assets of  
 7 DEFENDANT are sufficient to adequately compensate the members of the  
 8 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 9 (g) DEFENDANT has acted or refused to act on grounds generally applicable  
 10 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-  
 11 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-  
 12 CLASS as a whole;
- 13 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily  
 14 ascertainable from the business records of DEFENDANT. The  
 15 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA  
 16 CLASS Members who are or previously were employed by DEFENDANT  
 17 in California as Delivery Drivers and classified as independent contractors  
 18 during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 19 (i) Class treatment provides manageable judicial treatment calculated to bring  
 20 a efficient and rapid conclusion to all litigation of all wage and hour  
 21 related claims arising out of the conduct of DEFENDANT.

### 22 **JURISDICTION AND VENUE**

24 41. This Court has jurisdiction over this Action pursuant to California Code of Civil  
 25 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
 26 Action is brought as a Class Action on behalf PLAINTIFF and on behalf of similarly situated  
 27 employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. Section 382.

28 42. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. Sections 395 and

395.5, because PLAINTIFF resides in this County and DEFENDANT (i) currently maintains and at all relevant times maintained its principal offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS and CALIFORNIA LABOR SUB-CLASS.

### **FIRST CAUSE OF ACTION**

#### **For Unlawful, Unfair and Deceptive Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200, *et seq.*]**

**(By PLAINTIFF and the CLASS and Against All Defendants)**

43. PLAINTIFF and the CALIFORNIA CLASS Members reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

44. DEFENDANT is a "person" as that term is defined under Cal. Bus. & Prof. Code § 17021.

45. Section 17200 of the California Business & Professions Code defines unfair competition as any unlawful, unfair or fraudulent business act or practice. Section 17200 applies to violations of labor laws in the employment context. Section 17203 authorizes injunctive, declaratory and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may take such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

California Business & Professions Code § 17203.

46. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to the applicable Industrial Wage Orders, the California Labor Code including Sections 204, 221, 226.7, 226.8, 510, 512, 1194, 1197, 1197.1, 1198, & 2802, and California Code of Regulations

§ 11090, for which this Court should issue declaratory, injunctive, and other equitable relief, pursuant to Cal. Bus. & Prof § 17203, as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld, business expenses wrongfully withheld and for the payment of the employer's share of income taxes, social security taxes, unemployment insurance and workers' compensation insurance.

47. By the conduct alleged herein DEFENDANT has obtained valuable property, money, and services from PLAINTIFF, and the other members of the CALIFORNIA CLASS, and has deprived them of valuable rights and benefits guaranteed by law, all to their detriment and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete. Declaratory and injunctive relief is necessary to prevent and remedy this unfair competition, and pecuniary compensation alone would not afford adequate and complete relief.

48. All the acts described herein as violations of, among other things, the California Labor Code, California Code of Regulations and the Industrial Welfare Commission Wage Orders, were unlawful, are in violation of public policy, are immoral, unethical, oppressive, and unscrupulous, and are likely to deceive employees, and thereby constitute deceptive, unfair and unlawful business practices in violation of Cal. Bus. and Prof. Code §§ 17200, *et seq.*

49. By the conduct alleged herein, DEFENDANT's practices are deceptive and fraudulent in that DEFENDANT's uniform policy and practice is to represent to the CALIFORNIA CLASS Members that they are not entitled to overtime and minimum wages, payment for payroll taxes or mandatory insurance and other benefits as required by California law, when in fact these representations are false and likely to deceive and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

50. By the conduct alleged herein, DEFENDANT's practices are also unlawful, unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the other members of the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANT.

51. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,

1 and do, seek such relief as may be necessary to restore to them the money and property which  
2 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the  
3 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and  
4 unfair business practices, including earned but unpaid wages for all time worked.

5 52. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
6 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair  
7 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from  
8 engaging in any unlawful and unfair business practices in the future.

9 53. By the conduct alleged herein, DEFENDANT's practices are also unlawful, unfair  
10 and deceptive in that DEFENDANT's uniform policies, practices and procedures fail to provide  
11 all legally required meal and rest breaks to PLAINTIFF and the other members of the  
12 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

13 54. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each  
14 CALIFORNIA CLASS member, minimum wages, payment for the employer's share of payroll  
15 taxes and mandatory insurance, and one (1) hour of pay for each workday in which an off-duty  
16 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay  
17 for each workday in which a second off-duty meal period was not timely provided for each ten  
18 (10) hours of work.

19 55. PLAINTIFF further demands on behalf of herself and each member of the  
20 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which a rest  
21 period was not timely provided as required by law.

22 56. By and through the unlawful and unfair business practices described herein,  
23 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the  
24 other members of the CALIFORNIA CLASS, including earned wages for all time worked and  
25 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
26 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT  
27 to unfairly compete against competitors who comply with the law.

28 57. All the acts described herein as violations of, among other things, the Industrial



1 Welfare Commission Wage Orders, the California Code of Regulations, and the California  
 2 Labor Code, are unlawful and in violation of public policy, are immoral, unethical, oppressive  
 3 and unscrupulous, are deceptive, and thereby constitute unlawful, unfair and deceptive business  
 4 practices in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

5 58. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
 6 and do, seek such relief as may be necessary to restore to them the money and property which  
 7 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the  
 8 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and  
 9 unfair business practices.

10 59. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
 11 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair  
 12 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from  
 13 engaging in any unlawful and unfair business practices in the future.

14 60. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
 15 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices  
 16 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.  
 17 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the  
 18 other members of the CALIFORNIA CLASS have suffered and will continue to suffer  
 19 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to  
 20 engage in these unlawful and unfair business practices.

## 21 **SECOND CAUSE OF ACTION**

### 22 **For Failure To Pay Minimum Wages**

23 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

24 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

25 **and Against All Defendants)**

26 61. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
 27 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior  
 28

1 paragraphs of this Complaint.

2 62. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
3 bring a claim for DEFENDANT's willful and intentional violations of the California Labor  
4 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to  
5 accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS  
6 Members.

7 63. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and  
8 public policy, an employer must timely pay its employees for all hours worked.

9 64. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the  
10 commission is the minimum wage to be paid to employees, and the payment of a less wage than  
11 the minimum so fixed is unlawful.

12 65. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
13 including minimum wage compensation and interest thereon, together with the costs of suit.

14 66. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and  
15 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct  
16 amount of time they worked. As set forth herein, DEFENDANT's uniform policy and practice  
17 is to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the  
18 other members of the CALIFORNIA LABOR SUB-CLASS.

19 67. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,  
20 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a  
21 result of implementing a uniform policy and practice that denied accurate compensation to  
22 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to  
23 minimum wage pay.

24 68. In committing these violations of the California Labor Code, DEFENDANT  
25 inaccurately calculates the correct time worked and consequently underpays the actual time  
26 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.  
27 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other  
28 benefits in violation of the California Labor Code, the Industrial Welfare Commission

1 requirements and other applicable laws and regulations.

2 69. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
3 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS do not receive  
4 the correct minimum wage compensation for their time worked for DEFENDANT.

5 70. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
6 other members of the CALIFORNIA LABOR SUB-CLASS are paid less for time worked that  
7 they are entitled to, constituting a failure to pay all earned wages.

8 71. By virtue of DEFENDANT's unlawful failure to accurately pay all earned  
9 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
10 CLASS for the true time they worked, PLAINTIFF and the other members of the  
11 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic  
12 injury in amounts which are presently unknown to them and which will be ascertained  
13 according to proof at trial.

14 72. DEFENDANT knew or should have known that PLAINTIFF and the other  
15 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for their time  
16 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross  
17 nonfeasance, to not pay PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members  
18 for their labor as a matter of uniform company policy, practice and procedure, and  
19 DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other  
20 members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time  
21 worked.

22 73. In performing the acts and practices herein alleged in violation of California labor  
23 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for  
24 all time worked and provide them with the requisite compensation, DEFENDANT acted and  
25 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other  
26 members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter disregard  
27 for their legal rights, or the consequences to them, and with the despicable intent of depriving  
28 them of their property and legal rights, and otherwise causing them injury in order to increase

1 company profits at the expense of these employees.

2 74. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
3 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as  
4 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided  
5 by the California Labor Code and/or other applicable statutes. To the extent minimum wage  
6 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members  
7 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§  
8 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties  
9 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA  
10 LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful,  
11 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-  
12 CLASS Members are entitled to seek and recover statutory costs.

### 13 14 **THIRD CAUSE OF ACTION**

#### 15 **For Failure To Pay Overtime Wages**

16 **[Cal. Lab. Code §§ 510, 1194, & 1198]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
18 **Defendants)**

19 75. PLAINTIFF and the CALIFORNIA CLASS Members reallege and incorporate  
20 by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

21 76. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT failed  
22 to pay PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members overtime wages  
23 for the time they worked in excess of the maximum hours permissible by law as required by Cal.  
24 Lab. Code §§ 510 & 1198, even though PLAINTIFF and the CALIFORNIA LABOR SUB-  
25 CLASS Members were regularly required to work, and did in fact work, overtime that  
26 DEFENDANT never recorded as evidenced by DEFENDANT's business records and witnessed  
27 by DEFENDANT's employees.

28 77. By virtue of DEFENDANT's unlawful failure to pay compensation to

1 PLAINTIFF and the CALIFORNIA CLASS Members for all overtime worked by these  
2 employees, PLAINTIFF and CALIFORNIA CLASS Members have suffered, and will continue  
3 to suffer, an economic in amounts which are presently unknown to them and which can be  
4 ascertained according to proof at trial.

5 78. DEFENDANT knew or should have known that PLAINTIFF and the  
6 CALIFORNIA CLASS Members are misclassified as independent contractors and  
7 DEFENDANT's systematically elected, either through intentional malfeasance or gross  
8 nonfeasance, not to pay them for their labor as a matter of uniform corporate policy, practice  
9 and procedure.

10 79. PLAINTIFF and the CALIFORNIA CLASS Members therefore request recovery  
11 of all compensation according to proof, interest, costs, as well as the assessment of any statutory  
12 penalties against DEFENDANT in a sum as provided by the California Labor Code and/or other  
13 statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA  
14 CLASS Members who have terminated their employment, these employees would also be  
15 entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein.  
16 Further, PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members are entitled to  
17 seek and recover statutory costs.

18 80. In performing the acts and practices herein alleged in violation of California labor  
19 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for  
20 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT  
21 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and  
22 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter  
23 disregard for their legal rights, or the consequences to them, and with the despicable intent of  
24 depriving them of their property and legal rights, and otherwise causing them injury in order to  
25 increase corporate profits at the expense of these employees.

26 ///

27 ///

28 ///

**FOURTH CAUSE OF ACTION**

**For Failure to Provide Accurate Itemized Statements**

**[Cal. Lab. Code § 226]**

**(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

81. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior of this Complaint.

82. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized statement in writing showing:

- (1) gross wages earned,
- (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- (3) the number of piecerate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- (5) net wages earned,
- (6) the inclusive dates of the period for which the employee is paid,
- (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
- (8) the name and address of the legal entity that is the employer, and
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

83. From time to time, DEFENDANT violated Labor Code § 226, in that DEFENDANT failed and continues to fail to properly and accurately itemize the amount of time worked by PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS at the effective rates of pay. DEFENDANT also violated Labor Code Section 226 in that DEFENDANT fails to properly and accurately itemize the amount of penalties paid to PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members when they miss their meal and rest breaks. Aside from the violations listed above in this paragraph, DEFENDANT fails to issue PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code §226 *et. seq.*

84. DEFENDANT knowingly and intentionally fails to comply with Labor Code § 226, causing damages to PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs expended calculating the true amount of time worked and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS elect to recover liquidated damages of \$50.00 for the initial pay period in which the violation occurred, and \$100.00 for each violation in subsequent pay period pursuant to Labor Code § 226, in an amount according to proof at the time of trial (but in no event more than \$4,000.00 for PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

### **FIFTH CAUSE OF ACTION**

#### **For Failure to Reimburse Employees for Required Expenses**

**[Cal. Lab. Code § 2802]**

**(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

85. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members reallege and incorporate by this reference, as though fully set forth herein, paragraphs 1 through 79 of this Complaint.

86. Cal. Lab. Code § 2802 provides, in relevant part, that:



1 An employer shall indemnify his or her employee for all necessary expenditures  
2 or losses incurred by the employee in direct consequence of the discharge of his  
3 or her duties, or of his or her obedience to the directions of the employer, even  
though unlawful, unless the employee, at the time of obeying the directions,  
believed them to be unlawful.

4 87. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by  
5 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS  
6 members for required expenses incurred in the discharge of their job duties for DEFENDANT's  
7 benefit. Specifically, DEFENDANT fails to reimburse PLAINTIFF and the CALIFORNIA  
8 LABOR SUB-CLASS members for expenses which include, but are not limited to, the cost  
9 associated with the use of their personal cellular phones for DEFENDANT's benefit. In order  
10 to work as a Deliver Driver for DEFENDANT, PLAINTIFF and other CALIFORNIA CLASS  
11 Members are required to use DEFENDANT's mobile application and as such it is mandatory  
12 to have a cell phone that is compatible with DEFENDANT's mobile application. As a result,  
13 in the course of their employment with DEFENDANT, PLAINTIFF and other members of the  
14 CALIFORNIA LABOR SUB-CLASS incurred unreimbursed business expenses which include,  
15 but are not limited to, the costs related to the use of their personal cellular phones all on behalf  
16 of and for the benefit of DEFENDANT. Further, PLAINTIFF and other CALIFORNIA  
17 LABOR SUB-CLASS Members are also not reimbursed or indemnified by DEFENDANT for  
18 the cost associated with using their personal vehicles while making deliveries for  
19 DEFENDANT. As a result, in the course of their employment with DEFENDANT PLAINTIFF  
20 and other members of the CALIFORNIA CLASS incurred unreimbursed business expenses  
21 which include, but are not limited to, costs related to travel all on behalf of and for the benefit  
22 of DEFENDANT. These expenses are necessary to complete their principal job duties.  
23 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this  
24 expectation. Although these expenses are necessary expenses incurred by PLAINTIFF and the  
25 CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and  
26 reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these  
27 expenses as an employer is required to do under the laws and regulations of California.

28 88. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred

by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

**PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- C) An order requiring DEFENDANT to pay minimum wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,
- D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- A) That the Court certify the Second, Third, Fourth and Fifth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) Compensatory damages, according to proof at trial, including compensation due PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;
- C) The wages of all terminated individuals in the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

1 D) The greater of all actual damages or fifty dollars (\$50) for the initial pay period  
2 in which a violation occurs and one hundred dollars (\$100) per each member of  
3 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay  
4 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and  
5 an award of costs for violation of Cal. Lab. Code § 226; and,

6 E) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA  
7 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and  
8 costs of suit.

9 3. On all claims:

10 A) An award of interest, including prejudgment interest at the legal rate;

11 B) Such other and further relief as the Court deems just and equitable; and,

12 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the  
13 law, including, but not limited to, pursuant to Labor Code §218.5, §226 and/or  
14 §1194, and/or §2802.

15  
16 Dated: August 9, 2017

BLUMENTHAL, NORDREHAUG & BHOWMIK LLP

17  
18 By: /s/ Norman Blumenthal  
19 Norman B. Blumenthal  
20 Attorneys for Plaintiff  
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**DEMAND FOR JURY TRIAL**

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: August 9, 2017

BLUMENTHAL, NORDREHAUG & BHOWMIK LLP

By: /s/ Norman Blumenthal  
Norman B. Blumenthal  
Attorneys for Plaintiff

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Norman Blumenthal (Bar # 68687) Kyle Nordrehaug (Bar #205975) Blumenthal, Nordrehaug & Bhowmik 2255 Calle Clara, La Jolla, CA 92037 TELEPHONE NO.: (858) 551-1223 FAX NO.: (858) 551-1232 ATTORNEY FOR (Name): Plaintiff Persis Knipe		<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego  <b>08/09/2017 at 04:58:33 PM</b>  Clerk of the Superior Court By Nidia Reyes, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>SAN DIEGO</b> STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: 330 W. Broadway CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Central			
CASE NAME: <p style="text-align: center;"><b>PERSIS KNIPE V. AMAZON.COM, INC.</b></p>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 37-2017-00029426-CU-OE-CTL
		JUDGE: Judge Judith F. Hayes DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	d. <input checked="" type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
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3. Remedies sought (check all that apply): a. ☒ monetary     b. ☒ nonmonetary; declaratory or injunctive relief     c. ☐ punitive

4. Number of causes of action (specify): FIVE (5)

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 9, 2017

Norman Blumenthal

(TYPE OR PRINT NAME)

/s/ Norman Blumenthal

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2